IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CHANEL MELTON,	§	
	§	Civil Action No. _______________
Plaintiff,	§	
	§	
v.	§	
	§	
TRIDEN MEYER PARK LAKESIDE,	§	
LLC AND GREYSTAR	§	(JURY TRIAL)
MANAGEMENT SERVICES, LP,	§	
	§	
Defendants.	§	

PLAINTIFF'S ORIGINAL COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT:

Plaintiff Chanel Melton ("Plaintiff") files this Original Complaint against Defendants Greystar Management Services, L.P. and Triden Meyer Park Lakeside, LLC (collectively, "Defendants"), and for cause of action shows the Court the following:

I. PARTIES AND SERVICE

1. Plaintiff is an individual who resides in Houston, Harris County, Texas. The last three digits of Plaintiff's driver's license are 092. The last three digits of Plaintiff's social security number are 657.

2. Defendant GREYSTAR MANAGEMENT SERVICES, L.P. (individually, "GREYSTAR") is a South Carolina limited partnership authorized to conduct business in the State of Texas. Defendant GREYSTAR managed and operated the Meyer Park Lakeside Apartments located at 9550 Meyer Park Dr., Houston, Harris County, Texas 77096. Defendant GREYSTAR can be served with process by serving its registered agent for service in Texas: CT Corporation System, 1999 Bryan St., Ste. 900, Dallas, TX 75201.

3. Defendant TRIDEN MEYER PARK LADESIDE, LLC (individually, "TRIDEN") is an Illinois limited liability company authorized to conduct business in the State of Texas. Defendant TRIDEN owned the Meyer Park Lakeside Apartments located at 9550 Meyer Park Dr., Houston, Harris County, Texas 77096. Defendant TRIDEN can be served with process by serving its registered agent for service in Texas: CT Corporation System, 1999 Bryan St., Ste. 900, Dallas, TX 75201.

II. JURISDICTION AND VENUE

4. This court has diversity jurisdiction over this matter pursuant to 28 U.S.C. § 1332. Plaintiff is a resident and citizen of the State of Texas. Defendant GREYSTAR is a South Carolina limited partnership whose partners reside in South Carolina. Defendant TRIDEN is an Illinois limited liability company whose members reside in Illinois. The amount in controversy, exclusive of interest and costs, exceeds $75,000.00.

5. Venue is proper in the Houston Division of the Southern District of Texas because all or a substantial part of the events or omissions giving rise to this lawsuit occurred in Harris County.

III. FACTS

6. On April 22, 2016, Chanel lived at the Meyer Park Lakeside Apartments located at 9550 Meyer Park Dr., Houston, Harris County, Texas 77096 ("the Apartments"). TRIDEN owned the Apartments, and GREYSTAR managed and operated the Apartments. Chanel resided as a tenant and invitee of Defendants at the Apartments at all relevant and pertinent times.

7. On and before April 22, 2016, Defendants and their employees and/or agents of Defendants knew or should have known of the threats and unreasonable risks of harm in, on, and around the Apartments resulting from criminal activity in, on, and around the Apartments. Despite

their knowledge, Defendants continued to operate the apartments without the appropriate security measures necessary to avoid the harm that came to Chanel in the late evening hours of April 22, 2016.

8. On April 22, 2016, an attacker forced Chanel into her apartment and beat and sexually assaulted her and stole personal property belonging to Chanel. Upon information and belief, within the three years prior to Chanel's rape, there were 4,332 crimes of a similar nature within a one-and-a-half-mile radius of the Apartments, 197 of which were violent crimes consisting of murder, rape, aggravated assault, and robbery.

IV. CAUSES OF ACTION

A. Premises Liability & Negligence

9. At all relevant and pertinent times, Chanel was an invitee of Defendants and resided at the Apartments as a tenant at the time she was sexually assaulted at the Apartments. Chanel was on the premises at the invitation of Defendants and for the profit of Defendants.

10. Defendants had a duty of ordinary care to keep the Apartments in a reasonably safe condition and make reasonable and prudent decisions from their corporate offices regarding security measures to be implemented for the safety of Defendants' residents at the Apartments. Defendants further had a duty to protect invitees on the premises from criminal acts of third parties, as Defendants had knowledge or a reason to know of an unreasonable risk of harm from the criminal acts of third-parties to invitees like Chanel. Defendants further had a duty to warn residents of known criminal activity, guard residents against known criminal activity, or eliminate criminal activity at the Apartments in order to prevent injuries to Chanel because it appeared or should have appeared to both TRIDEN and GREYSTAR that Chanel would be raped in the manner that she was on April 22, 2016. The operator—both Defendants in this case—of a premises is

charged with knowledge of any dangerous condition that a reasonable inspection would have revealed. As such, Defendants owed a duty of ordinary care to protect Chanel from dangers of which they were fully aware.

11. Defendants breached such duties and proximately caused Chanel's injuries as described herein, including injuries caused by criminal conduct committed at the Apartments against Chanel. Defendants failed to use ordinary care in owning and/or operating the Apartments. The negligent, careless or reckless acts and omissions of Defendants consisted of one or more of the following:

A. Defendants failed to remove criminal activity from the Apartments;

B. Defendants failed to provide a reasonably safe apartment complex;

C. Defendants failed to provide necessary and proper procedures and measures for the security and safety of their tenants and residents;

D. Defendants failed to provide adequate security for their tenants and residents;

E. Defendants failed to enforce reasonable guidelines to ensure safety of their tenants and residents;

F. Defendants failed to train their employees in the proper safety, security and protection procedures; and

G. Defendants failed to warn Chanel of the unsafe conditions at the apartment complex.

12. At all times, Defendants had control over the premises of the Apartments in question and owed certain duties to Chanel, the breach of which proximately caused the injuries set forth herein. At all times pertinent herein, Defendants and any of Defendants' agents and employees, who were acting in the scope of their employment and/or agency, were guilty of negligent conduct toward Chanel as described herein. Each and every, all and singular of the foregoing acts and omissions, on the part of Defendants, taken separately and/or collectively, constitute a direct and proximate cause of Chanel's injuries and damages.

B. Gross Negligence and Malice

13. Defendants' acts or omissions involved an extreme degree of risk to Chanel. Defendants' acts were malicious, willful, wanton, and grossly negligent.

14. Defendants had actual, subjective awareness of the risk but proceeded anyway with a conscious indifference to the rights, safety, or welfare of Chanel. Defendants knew, or should have known, that the Apartments at issue were unsafe and posed an unreasonable threat to Chanel.

C. Common Law Fraud and Negligent Misrepresentation

15. Defendants' conduct, one or both of them, as described herein constitutes fraud and negligent misrepresentation. Defendants represented that the apartment complex premises would be made safe and that Chanel would be protected from criminal activities if Defendants could reasonably prevent them. Defendants, one or both of them, specifically promised that security walked the Apartments daily and that the Apartments were safe and secure for the tenants residing in the Apartments.

16. These representations were false when made, and Defendants knew they were false. Defendants made them with the intention that Chanel rely on them, and Chanel did rely on them to her detriment. The fraudulent conduct by Defendants was the proximate cause of damages to Chanel in excess of the minimum jurisdictional limits of the Court, and for all of which damages Chanel hereby sues. Chanel should also recover exemplary damages in an amount sufficient to discourage this sort of conduct in the community in the future. Chanel hereby sues Defendants for all such damages.

17. Defendants further made these representations in the course of Defendants' business, and for the guidance of others. Defendants' representations were a misrepresentation of fact. Defendants did not use reasonable care in obtaining and/or communicating the information.

Chanel justifiably relied on Defendants' representations. Defendants' misrepresentations proximately caused injury to Chanel resulting in damages for which Chanel herein sues.

D. VIOLATIONS OF THE DTPA

18. Defendants engaged in certain false, misleading and deceptive acts, practices and/or omissions actionable under the Texas Deceptive Trade Practices - Consumer Protection Act (TEXAS BUSINESS & COMMERCE CODE, Chapter 17.41, *et seq.*) ("DTPA"), as alleged herein/below. In violating these provisions of the DTPA, Defendants acted knowingly or intentionally.

19. UNCONSCIONABLE ACTION OR COURSE OF ACTION. Defendants engaged in an "unconscionable action or course of action" to the detriment of Chanel as that term is defined by Section 17.45(5) of the Texas Business and Commerce Code, by taking advantage of the lack of knowledge, ability, experience, or capacity of Chanel to a grossly unfair degree. For these reasons, this transaction was unconscionable and is actionable under DTPA §17.50(a)(3).

20. FALSE REPRESENTATIONS. Defendants' representations regarding the safety and security of the Apartments were false. Defendants thus misrepresented the characteristics, uses, benefits, standards and quality of its services. For this reason, these representations were false, misleading and deceptive as defined in DTPA §17.46(b)(5) and (7); and this conduct is actionable under DTPA §17.50(a)(1).

21. BREACH OF WARRANTIES. Defendants failed to provide services in a good and safe manner. This conduct by Defendants constitutes a breach of the implied warranty of good and workmanlike performance, which breach is actionable under DTPA §17.50(a)(2). Moreover, Defendants breached express warranties regarding the safety of the Apartments that it provided. Defendants' breach of the express warranties is actionable under DTPA §17.50(a)(2).

22. PRODUCING CAUSE. The acts, practices and/or omissions complained of were a

producing cause of Chanel's injuries and damages more fully described herein.

23. RELIANCE. Chanel relied to her detriment upon the acts, practices, and/or omissions complained of under Section 17.46(b) of the Texas Business and Commerce Code.

24. MULTIPLE OR TREBLE DAMAGES. The false, misleading and deceptive acts, practices and/or omissions complained of herein were committed "knowingly" and/or "intentionally" in that Defendants had actual awareness of the falsity, deception, or unfairness of such acts, practices, and/or omissions. Therefore, Chanel is entitled to recover multiple or treble damages as provided by 17.50(b)(1) of the Texas Business and Commerce Code.

E. FRAUD IN A REAL ESTATE TRANSACTION UNDER TEX. BUS. & COM. CODE § 27.01.

25. Defendants committed fraud in a real estate transaction under TEX. BUS. & COM. CODE § 27.01. Defendants made false promises to Chanel that Defendants would provide security at the Apartments by providing security patrols and providing other deterrents to crime. In so doing, Defendants made false promises to do an act or acts, and the false promises were made with the intention of not fulfilling them. Such promises were made to Chanel for the purpose of inducing her to enter into a lease contract involving real property and or continue in a lease contract, and Chanel relied on such false promises in entering into the lease contract. Therefore, Defendants are liable to Chanel for actual damages, attorneys' fees, expert witness fees, costs of copies of depositions, and court costs as provided by TEX. BUS. & COM. CODE § 27.01. Because Defendants had actual awareness of the falsity of the promises, Defendants are also liable for exemplary damages.

V. DAMAGES

26. As a direct and proximate result of the occurrence made the basis of this lawsuit, and Defendants' actions and inactions at the Apartments as described herein, Chanel has suffered injuries

and damages, and has been forced to endure mental anguish, anxiety, pain, physical impairment, disfigurement, suffering, and medical in the past and in the future.

27. **Economic and Actual Damages for Chanel.** Chanel's economic and actual damages as a result of the actions and/or omissions of Defendants are substantial and ongoing. Such damages are, however, within the jurisdictional limits of this Court and include, but are not necessarily limited to, the following:

- Medical care and expenses which have occurred in the past;
- Medical care and expenses which will, in all reasonable probability, be incurred in the future;
- Physical pain and suffering in the past;
- Physical pain and suffering in the future;
- Physical impairment in the past;
- Physical impairment which, in all reasonable probability, will be suffered in the future;
- Loss of earnings and earning capacity in the past;
- Loss of earnings and earning capacity which will, in all probability, be incurred in the future;
- Mental anguish in the past;
- Mental anguish in the future;
- Loss of enjoyment of life in the past;
- Loss of enjoyment of life in the future;
- Prejudgment and post-judgment interest;
- Court costs; and
- Exemplary damages.

VI. EXEMPLARY DAMAGES

28. Chanel's injuries and damages resulted from Defendants' gross negligence and malice, which entitles Plaintiffs to exemplary damages under TEX. CIV. PRAC. & REM. CODE § 41.003(a). According to TEX. CIV. PRAC. & REM. CODE § 41.005(b), A property that constitutes a "common nuisance" is not protected by the bar against exemplary damages under TEX. CIV. PRAC. & REM. CODE § 41.005(a).

29. Defendants' acts or omissions described above involved an extreme degree of risk and/or malice, considering the probability and magnitude of the potential harm to Chanel and those similarly situated to her. Defendants had actual, subjective awareness of the risk involved in the above described acts or omissions, but nevertheless proceeded with conscious indifference to the rights, safety, or welfare of Chanel and those similarly situated to Chanel.

30. Moreover, Defendants made certain representations regarding security being present at the Apartments to Chanel with the intention of inducing Chanel to rely upon such representations when Defendants knew such representations were false. Chanel would show that she relied upon such representations believing them to be true and suffered severe damages as a result. Defendants' conduct exceeds mere thoughtlessness or negligence. It indicates a conscious indifference and heedless disregard for the rights of Chanel, as well as gross negligence and actual malice. Both Defendants should therefore be required to pay punitive damages in an amount sufficient to discourage such conduct in this community in the future.

31. Chanel seeks exemplary damages from both Defendants because the acts of their employees, agents, and/or representatives were fraudulently, maliciously, and willfully performed while such employees, agents, and/or representatives were acting as Defendants' employees, agents, and/or representatives. Further, such employees, agents, and/or representatives were acting in the

scope of their employment for both Defendants in a managerial and supervisory capacity. Further, Defendants authorized and ratified the doing and the manner of the acts of their employees, agents, and/or representatives.

32. Chanel seeks exemplary damages from both Defendants because the aggravated sexual assault of Chanel as described herein occurred at a location—the Apartments (a multiunit residential property)—that was maintained by both Defendants as a "common nuisance" as defined in Texas Civil Practice & Remedies Code Chapter 125, and Defendants had not made reasonable attempts to abate the "common nuisance". Section 125.001 of the Texas Civil Practice and Remedies Code defines a "common nuisance" as maintaining a place to which persons habitually go to commit various crimes. Section 125.004 of the Texas Civil Practice and Remedies Code provides that proof that such activities are frequently committed on the premises is *prima facie* evidence that the proprietor knowingly permitted the activity. The Apartments were a place where persons habitually and frequently went to commit various crimes similar to the crime committed against Chanel.

VII. MAXIMUM AMOUNT SOUGHT

33. Chanel pleads that she seeks monetary relief over $1,000,000.00.

34. Though Chanel does not wish to invade the province of the jury, Chanel is stating a maximum amount sought. Chanel hereby states that, at this time, she seeks an amount not to exceed $20,000,000.00 (Twenty million dollars), and reserves the right to amend this amount as discovery proceeds.

VIII. ATTORNEYS' FEES

35. As a further result of Defendants' actions, Chanel has been forced to engage the undersigned attorneys to prosecute this action and has agreed to pay a reasonable fee. Accordingly,

Chanel requests all costs and reasonable and necessary attorneys' fees, including all fees necessary in the event of any appeal of this case, as the Court deems equitable and just, as provided by Section 17.50 of the Texas Business and Commerce Code.

IX. CONDITIONS PRECEDENT

36. All conditions precedent to the bringing of this action have been satisfied, waived, or have otherwise occurred.

X. ALTERNATIVE PLEADINGS

37. To the extent facts and/or causes of action pled in this Original Complaint are in conflict, they are pled in the alternative.

XI. JURY DEMAND

38. Plaintiff demands a trial by jury in this cause. The jury fee has been paid with the filing of this Plaintiff's Original Complaint.

XII. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that the Defendants be cited to appear and answer herein; and that upon the trial of this cause, Plaintiff have and recover a judgment against Defendants for damages as set forth above together with all costs of court expended through its prosecution of this matter, prejudgment and post-judgment interest at the maximum legal rates, and such other and further relief, whether general and special, both at law or in equity, to which Plaintiff may be justly entitled.

Dated: April 12, 2017
Houston, Texas

Respectfully submitted,

WILLS LAW FIRM, PLLC

By: */s/ Rhonda H. Wills*____________
Rhonda H. Wills
State Bar No. 00791943
S.D. Id. No. 20699
1776 Yorktown St., Ste. 570
Houston, Texas 77056
(713) 528-4455
(713) 528-2047 (fax)
rwills@rwillslawfirm.com

ATTORNEYS FOR PLAINTIFF